

WEST PLAINS/AIRPORT AREA Public Development Authority

dba



7106 W Will D Alton Lane, Suite 103A, Spokane, WA 99224

REQUEST FOR PROPOSALS (RFP)

STRATEGIC GROWTH, MARKETING & LEAD GENERATION

RELEASE DATE: October 21, 2024
DUE DATE: December 2, 2024

One electronic copy must be emailed to Sueann Herkel at sueann@s3r3solutions.com and Laura Ives at laura@s3r3solutions.com no later than the deadline and must be clearly labeled S3R3 Strategic Growth. Submissions delivered after the posted deadline will not be considered for selection.

Dear Prospective Partner,

As the Executive Director of S3R3 Solutions, I am excited to invite you to participate in this Request for Proposals (RFP) to help shape the future of the West Plains Airport Area Public Development Authority (PDA). At S3R3 Solutions, we are committed to being a catalyst for economic opportunity in the Spokane region, and we are seeking partners who share our vision to develop a highly effective strategic marketing and business attraction program.

Our goal is to collaborate with one or more innovative firms that understand the complexities of economic development and can support our efforts to attract investment and foster transformative growth in our region. This RFP is a critical step in building a comprehensive program that aligns marketing, web design, and lead generation services with the ongoing research being conducted by our economic development research partner. Success will require seamless integration of these disciplines, ensuring that each tool we develop works together to strengthen our recruitment efforts.

We are a lean organization and must be vigilant with our time and financial resources. Therefore, we seek partners who are not only experts in their fields but also understand the importance of driving tangible results. Every initiative we undertake must be strategic, deliberate, and focused on maximizing our ability to attract and retain businesses within our target industries.

In particular, we are looking for:

- **A website** that is lean but highly functional, designed to serve both our primary audience of site selectors and our secondary audience of local businesses engaged in our Business Retention and Expansion program. It should be an attractive, engaging, and effective tool that serves as the top of our sales funnel without unnecessary features that do not add value.
- **A marketing strategy** that includes both digital and print elements, with a potential focus on social media. We expect our marketing partner to bring deep expertise in economic development to craft messaging for general use and campaigns that build brand awareness and strengthen our credibility in target industries.
- **A lead generation service** that plays a pivotal role in identifying and connecting with businesses that are the right fit for our region. This service will be instrumental in building a robust pipeline of prospects and guiding our outbound recruitment efforts at industry events and trade missions.

We believe that by working closely with the right partners, we can create a best-in-class program that delivers real, measurable results for the West Plains PDA and the Spokane community.

We look forward to reviewing your proposal and partnering with you to bring this vision to life.

Best regards,

Chris Pengra

Executive Director, S3R3 Solutions

BACKGROUND

S3R3 operates very similar to a port district in Washington State and is a quasi-governmental entity created to promote economic prosperity in the West Plains/Airport Area. Economic prosperity results from the recruitment, retention and expansion of thriving businesses creating diverse jobs for the citizens of Spokane County. S3R3 was created in July 2017 through a joint partnership (Interlocal Agreement) with the City of Spokane and Spokane County, and in partnership with the Spokane International Airport. Representing the Spokane region in economic development, it is critical for S3R3 to establish a strong brand presence, both physically and virtually, that represents the vision of S3R3.

KEY OBJECTIVES:

1. Marketing – Develop a comprehensive marketing plan that includes a redesigned website, digital marketing, public relations, and print/media materials, all focused on boosting lead generation for the West Plains area.
2. Lead Generation – Use data and market insights to target audiences, conduct outreach, and grow the investment pipeline. The redesigned website will support these efforts and ensure consistent messaging to attract high-quality investments.
3. Website Redesign – Create a website that is a lean, highly functional tool that serves the needs of site selectors and local businesses. It should work in harmony with the marketing and lead generation efforts, providing an engaging platform that captures and directs prospects to our sales funnel.

SCOPE OF SERVICES

Task 1: Marketing Services

The selected firm will develop a strategic marketing plan that includes:

- **Coordination with Existing Consultant:** Collaborate with our consultant currently conducting target industry analysis to utilize their data effectively for marketing purposes, ensuring alignment between research findings and marketing strategies.
- **Messaging and Branding:** Refine and promote key messages and branding elements to align with the goals of business recruitment and brand awareness.
- **Campaign Development:** Create a series of targeted marketing campaigns using various channels (digital, print, social media, etc.) that facilitate lead generation and influence site selection decisions among target industries, positioning West Plains as an ideal business location.
- **Trade Mission Collateral:** Design marketing materials specifically tailored for use during trade missions and other business recruitment efforts, including brochures, presentations, and other promotional content.

Task 2: Lead Generation Services

- **Outreach Strategy:** Develop a lead generation strategy aimed at identifying and connecting with potential businesses and attracting high-quality investments to the West Plains area.
- **Partnerships and Networks:** Engage with key stakeholders, industry groups, and business networks to build a pipeline of prospective leads and promote the Spokane advantage. This will include a plan for continuous collaboration and lead nurturing.
- **Reporting and Tracking:** Implement a system to track leads, manage interactions, and measure the success of outreach efforts.

Task 3: Website Refresh and management

- **Website Audit:** Conduct a full audit of the current website to identify areas for improvement in design, content, and functionality.

- **Website Redesign:** Refresh the website to better support the goals of business recruitment, including improved user experience, SEO optimization, and updated branding.
- **CRM Integration:** Integrate the website with our Customer Relationship Management (CRM) system to facilitate seamless lead capture, tracking, and management. The integration should allow for automated data flow between the website and CRM, ensuring that inquiries and leads are efficiently tracked and managed.
- **Content Management:** Provide ongoing website management services, including content updates, performance monitoring, and regular optimization.

Task 4: Provide ongoing business development support and consultation

Task 5: Optionally represent S3R3 at trade shows, exhibitions, and related events to increase visibility

Please note that this scope of services provides a general overview of the essential Strategic Growth, Marketing, and Lead Generation services required from S3R3. It is not meant to be exhaustive.

Companies may submit proposals for one, two or three of the categories listed in the primary objectives. S3R3 Solutions will consider all firms who demonstrate their experience and expertise in creating sound strategies and assets or plans in each category for which they are submitting.

PROPOSAL REQUIREMENTS

Submissions shall include the following information:

1. **Cover Letter:** A summary of the firm's qualifications as they relate to the scope of work. Vendors must demonstrate success in delivering these services specifically for economic development organizations.
2. **Approach and Methodology:** A description of the firm's approach to providing the required services, including how all three objectives will be integrated.
3. **Budget & Timeline:** Proposals should include a detailed budget and proposed timeline for completing each task.
4. **Relevant Project Experience:** A description of three projects completed in the previous five years that demonstrate the firm's experience in business development activities, including website design/redesign, business marketing, and lead generation services.
5. **References:** List names, addresses, telephone numbers, and email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The firm grants permission to S3R3 to contact the references provided.
6. **Letter of Submittal:** A Letter of Submittal shall be signed and dated by a person authorized to legally bind the firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the firm and any proposed subcontractors:
 - Name, address, principal place of business, telephone number/email address of legal entity of individual with whom contract would be written
 - Legal status of the firm (sole proprietorship, partnership, corporation, etc.)
 - Location of the facility from which the firm would operate
 - Acknowledgement that the firm will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by S3R3.

All costs for developing the Proposals in response to this RFP are the obligation of the firm and are not chargeable to S3R3.

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- **Experience and Expertise:** Demonstrated experience in marketing, business recruitment, and website management for economic development organizations.
- **Methodology:** Proposed methodology for providing these services, including the approach for integrating the three key objectives and coordinating with S3R3’s existing consultant.
- **Budget and Timeline:** Proposals must include a detailed budget and proposed timeline for the completion of work.
- **Past Performance:** Feedback from past clients on the firm’s performance on a similar project.

DUE DATE

It is the responsibility of the firms to be sure submissions are sent sufficiently ahead of time to be received no later than 4:00 PM local time on December 2, 2024. Please confirm Sueann is available prior to making hand deliveries to the office.

S3R3 reserves the right to not consider submissions of Proposals received late.

SUBMISSION OF PROPOSALS

Email the submission to Sueann@S3R3Solutions.com and Laura@S3R3Solutions.com.

CONTACTS

All communication concerning this RFP should be directed as listed below. Any oral communications will be considered unofficial and non-binding on S3R3.

Sueann Herkel
 S3R3 Solutions
 7106 W Will D Alton Lane, Suite 103A
 Spokane, WA 99224
 Phone: 509-381-4152
 Email: sueann@s3r3solutions.com

Laura Ives
 S3R3 Solutions
 7106 W Will D Alton Lane, Suite 103A
 Spokane, WA 99224
 Phone: 509-381-3885
 Email: laura@s3r3solutions.com

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	October 21, 2024
Question and Answer Period	November 4, 2024
Proposals Due	December 2, 2024
Evaluate Submissions	December 9, 2024
Negotiate Contract	December 16, 2024
S3R3 Board Approval of Contract	January 9, 2025

S3R3 reserves the right to revise the above schedule.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be noticed as an addendum to the RFP and emailed to the firms.

S3R3 also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

ADDENDA

Firms that submit shall maintain an active email on file with S3R3. S3R3 shall email the submitting firms any Addenda or other additional information that may be necessary regarding this RFP. Submissions must include an acknowledgement of receipt of Addenda in the cover letter.

CONTRACT

Upon selection of a firm, S3R3 intends to enter into an agreement using its standard Consulting Services Agreement, which shall be used to secure these services. See Attachment A for a sample contract.

DISCRETION AND LIABILITY WAIVER

S3R3 reserves the right to reject all submissions or to request and obtain supplementary information as may be necessary for the staff to analyze the submissions pursuant to the selection criteria listed above.

Any firm, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of S3R3. All received submissions shall remain confidential until the award of contract recommendation has been filed with the applicable S3R3 Board action. Thereafter, the submissions shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the submission that the firms desire to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire submission "exempt from disclosure" will not be honored.

S3R3 will consider a request for exemption from disclosure; however, S3R3 will decide predicated upon state law and regulations. If any information is marked as proprietary in the submission, it will not be made available until the affected firms has been given an opportunity to seek a court injunction against the requested disclosure.

MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

S3R3 encourages participation in all its contracts by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Firms may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

ACCEPTANCE PERIOD

Submissions shall remain in effect for forty-five (45) days for acceptance by S3R3 from the due date for receipt of said submission.

A submitting firm is specifically notified that failure to comply with any part of the RFP may result in rejection of its submission as non-responsive.

S3R3 also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

MOST FAVORABLE TERMS

S3R3 reserves the right to make an award without further discussion of submissions. Therefore, all submissions should be proposed initially with the most favorable terms. There will be no best and final offer procedure. S3R3 reserves the right to contact a firm for clarification of its submission.

NO OBLIGATION TO CONTRACT

This RFP does not obligate S3R3 to contract for services specified herein.

REJECTION OF PROPOSALS

S3R3 reserves the right at its sole discretion to reject any and all submissions received without penalty and to not issue a contract as a result of this RFP.

ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning submission. S3R3, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should S3R3 elect to hold oral presentations, it will contact the top-scoring firms to schedule a date, time and location. Commitments made by the firms at the oral interview, if any, will be considered binding.

AWARD OF CONTRACT

This RFP does not obligate S3R3 to award a contract.

S3R3 reserves the option of awarding this contract in any manner most advantageous for S3R3. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose submissions are the most favorable to S3R3, taking into consideration the evaluation factors. The S3R3 Board shall make the award of contract or purchase.

INTENT TO AWARD

After an award recommendation has been determined, the winning firm will be sent an Intent to Award notification via e-mail.

DEBRIEFING OF UNSUCCESSFUL SUBMISSIONS

Upon request, a debriefing conference will be scheduled with an unsuccessful submitting firm. Discussion will be limited to a critique of the requesting firm's submission. Comparisons between submissions or evaluations will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

PROTEST PROCEDURE

Following evaluation, a recommendation for award shall be submitted to the S3R3 Board. Award of contract, if made, shall be by the S3R3 Board in an open meeting. Proposers wishing to protest the award of the contract must make their protests before the S3R3 Board at the award hearing.

CONTRACT TERMS

ANTI-KICKBACK

No officer or employee of S3R3, having the power or duty to perform an official act or action related to any contract with S3R3 shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

DISPUTES

Any contract with S3R3 shall be performed under the laws of Washington State. Any litigation to enforce the contract or any of its provisions shall be brought in Spokane County, Washington.

TERMINATION

Either party may terminate an awarded contract by sixty (60) days written notice to the other party.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with any contract with S3R3 because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. A firm awarded any contract with S3R3 agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

COMPLIANCE WITH WAGE PAYMENT STATUTES

A contract with S3R3 will require a certification of compliance with wage payment statutes. A certification form will be sent with the contract to be signed by an authorized representative of the firm stating that within the three year period immediately preceding the Request for Proposals' solicitation date, the firm is not a "willful" violator as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

LIABILITY

Any firm awarded a contract with S3R3 shall indemnify, defend, and hold harmless S3R3, its officers and employees from all claims, demands, or suits in law or equity arising from the firm's negligence or breach or its obligations under the contract. The firm's duty to indemnify shall not apply to liability caused by the sole negligence of S3R3, its officers and employees. The firm's duty to indemnify for liability arising from the concurrent negligence of S3R3, its officers and employees and the firm, its officers and employees shall apply only to the extent of the negligence of the firm, its officers, and employees. The firm's duty to indemnify shall survive termination or expiration of the contract. The firm waives, with respect to S3R3 only, its immunity under RCW Title 51, Industrial Insurance.

INSURANCE COVERAGE

During the term of the contract, any firm with a contract with S3R3 shall maintain in force at its own expense, each insurance coverage noted below (if applicable):

- **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the PDA, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and

- **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the firm or its insurer(s) to S3R3.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to S3R3 at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to S3R3 acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SAMPLE PROFESSIONAL SERVICES CONTRACT
STRATEGIC GROWTH – MARKETING – LEAD GENERATION
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY
AGREEMENT FOR SERVICES

Consultant: SAMPLE

This Agreement is entered into by and between the West Plains Airport Area Public Development Authority (dba S3R3 Solutions), Spokane Washington, a municipal corporation, hereinafter referred to as S3R3, and _____, hereinafter referred to as the "Consultant."

WHEREAS, S3R3 desires to have certain services related to marketing, public relations, social media and search engine optimization to support economic development within S3R3 and Spokane region; and

WHEREAS, S3R3 has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed monthly.

S3R3 shall pay Consultant:

[Check applicable method of payment]

 According to the rates set forth in Exhibit " _ "

 A sum not to exceed \$ _____

 Other (describe): _____

The Consultant shall provide Taxpayer Identification Number, prior to or along with the first invoice submittal. shall pay the Consultant for services rendered within thirty days of invoice.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period of one year commencing upon execution and the Parties shall have the right to extend the Agreement for two additional (1) one-year terms, unless sooner terminated under the provisions of the Agreement.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to S3R3, shall be the property of S3R3 whether the project for which they were created is executed or not.

5. **Independent Contractor.** The Consultant and S3R3 agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** Consultant shall defend, indemnify and hold S3R3, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of S3R3. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and S3R3, its officers, officials,

employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that S3R3 is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

- A.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B.** Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and S3R3, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. S3R3 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for S3R3.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to S3R3.

Verification of Coverage

Consultant shall furnish S3R3 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by S3R3 to ensure proper accounting of all funds contributed by S3R3 to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by S3R3.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by S3R3 during the performance of this Agreement.

10. Termination.

- A. S3R3 reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to S3R3.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.
- E. This provision shall not prevent S3R3 from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of S3R3.

13. **Conflict of Interest.** S3R3 insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with S3R3. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with S3R3. Consultant will not disclose any information obtained through the course of their work for S3R3 to any third party, without written consent of S3R3. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not S3R3's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. **Confidentiality.** All information regarding S3R3 obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, S3R3 will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to S3R3 in the event that the terms of the provision are effectuated.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
17. **Notices.** Notices to the West Plains Airport Area PDA shall be sent to the following address:

West Plains Airport Area Public Development Authority
 7106 W Will D Alton Lane, Suite 103A
 Spokane, WA 99224
 Phone number: (509) 381-4152
 Email: sueann@s3r3solutions.com

Notices to the Consultant shall be sent to the following address:

Company Name:
Contact Name:
Street Address:
City, State Zip:
Phone Number:
Email:

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Spokane County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Spokane business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with S3R3.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon S3R3 and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

West Plains Airport Area Public Development Authority DBA S3R3 Solutions	Consultant:
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date: